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| **DUPLICATE e-ORIGINAL**This instrument is a duplicate of the electronic original stored on the GATS Platform and, in PDF form, contains one or more digital signatures. **DO NOT RELY ON PDF VIEWING SOFTWARE TO DETERMINE THE VALIDITY OF THE DIGITAL SIGNATURES FORMING PART OF THIS DUPLICATE e-ORIGINAL. Due to the proprietary nature of such software, it may incorrectly determine valid digital signatures to be invalid**. To authenticate this instrument and validate the digital signatures forming part of it, please do so through the GATS Platform by following the instructions at the bottom of this page.**®** |
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| **GATS Release and Discharge** |
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| **US TRUST BRANCH** |
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|  |
| **Trust Branch:** | United States (US) |
| **Trust UIN:** | ${trust.uin} |
| **Name of Trust:** | ${trust.name} |
| **Effective Time:** | ${sealSignature} |
|  |  |

**THIS GATS RELEASE AND DISCHARGE** is dated as of the date on which the Effective Time occurred (this **Instrument**)

**BETWEEN**

1. the SECURED PARTY from time to time, acting in the capacity as indicated in the GATS Security Instrument; and
2. the BENEFICIARY.

**IT IS AGREED AS FOLLOWS**:

1. Definitions

Unless otherwise defined in this Instrument, capitalized terms used in this Instrument have the meaning given to them in the GATS Security Instrument (including those incorporated by reference to the Master Terms). In this Instrument, unless the contrary intention appears:

**Beneficiary** means the person identified as the ‘Beneficiary’ in Schedule 2 (*Party Details*).

**Effective Time** means the date and time as of which this Instrument is executed and delivered, as described on the cover page of this Instrument.

**GATS Security Instrument** means the GATS Security Instrument relating to the GATS Trust among the Beneficiary, the Secured Party and the Trustee, as amended, supplemented, assigned and transferred from time to time prior to the effectiveness of this Instrument pursuant to one or more other GATS Security Documents (other than this Instrument) each of which is more particularly described in Schedule 3 (*Description of GATS Security Documents*).

**GATS Trust** means the trust created pursuant to the GATS Trust Instrument or the Previous Trust Instrument (as defined in the GATS Trust Instrument), as applicable, with the name and UIN as identified in Schedule 1 (*Description of GATS Trust*).

**Secured Party** means the person identified as the ‘Secured Party’ in Schedule 2 (*Party Details*), acting in the capacity as indicated in the GATS Security Instrument.

**Surviving Provisions** means:

* + 1. section 3.2 of the GATS Security Instrument and sections 3.3, 3.4 and 9.2 of the Master Terms;
		2. any other provisions of any GATS Security Document which the terms of any other Finance Document state are to expressly survive the execution of this Instrument; and
		3. any other provisions of the GATS Security Instrument or the Master Terms, or any capitalized terms used in this Instrument which are defined in the GATS Security Instrument or the Master Terms, in each case necessary to give effect to the foregoing.

**Trustee** means the person identified as the ‘Trustee’ in Schedule 2 (*Party Details*).

1. Release and Discharge
	1. Release and Discharge of Security Interest

With effect from the Effective Time, and without recourse, representation or warranty (except as expressly provided in this Instrument), the Secured Party, for itself and, if acting as agent or trustee on behalf of certain other secured parties, on behalf of such secured parties, releases, discharges and reassigns all of its right, title, benefit and interest in and to the Security Interests created, granted and conferred in or over the Collateral, free and clear of any Security Interests created by the Secured Party or any person acting through the Secured Party.

* 1. Termination of GATS Security Instrument

With effect from the Effective Time and except for the Surviving Provisions:

* + - 1. the Secured Party releases and discharges each of the Beneficiary and the Trustee from all of its duties, obligations and liabilities under the GATS Security Instrument; and
			2. the GATS Security Instrument is terminated and shall have no further force and effect.
	1. Trustee a Third Party Beneficiary

The Trustee may enforce the rights expressed to be conferred on it under this Instrument. No consent of the Trustee shall be necessary for any amendment, modification, waiver or termination of any provision of this Instrument.

1. Further Assurance
	1. Generally

Each party to this Instrument covenants and agrees in favor of each other party and the Trustee to execute such other and further documents relating to the matters set forth in this Instrument and to take or cause to be taken such other and further actions as may be reasonably necessary or appropriate to carry out the purposes and intent of this Instrument and to consummate the transactions contemplated by this Instrument.

* 1. UCC Amendment or Termination Statements

At the request and cost of the Beneficiary, the Secured Party shall execute, authorize and deliver to the Beneficiary, but without recourse, representation or warranty, such UCC amendment or termination statements and similar documents prepared by the Beneficiary which the Beneficiary shall reasonably request to evidence the release of the Collateral from the Security Interest granted by the GATS Security Instrument.

* 1. GATS Certificate of Beneficial Interest
		+ 1. The remainder of this Section 3.3 applies only if section 3.6 of the GATS Trust Instrument indicates that the Pledged Beneficial Interest, or any certificate representing it, constitutes a ‘security’ within the meaning of Article 8 of the UCC (as defined in the GATS Trust Instrument).
			2. No later than the Effective Time, the Secured Party shall, in each case to the extent in its possession or control, deliver to the Trustee (and each of which shall be held by the Trustee exclusively to the Secured Party’s order until the Effective Time), the original of any manually executed duplicate of the GATS Certificate Beneficial Interest previously issued in favor of the Beneficiary, together with any endorsement executed in favor of a blank transferee executed by the Beneficiary and delivered to the Secured Party pursuant to section 4.2(e)(ii) of the Master Terms.
1. Miscellaneous
	1. Electronic and Digital Execution and Delivery
		* 1. Each party to this Instrument agrees that:

the other party shall be entitled to rely on the signature, execution, delivery, effect, authentication and time-stamping of this Instrument effected electronically or digitally; and

the signature, execution, delivery, effect, authentication and time-stamping of this Instrument, effected electronically or digitally, shall constitute a legally binding agreement among the parties to it and conclusive evidence of such agreement,

in each case as if it had been, as applicable, signed, executed, delivered, effected, authenticated or time-stamped manually.

* + - 1. Each party to this Instrument consents to the use by the other party of its electronic or digital signature through the GATS Platform, and the electronic execution of this Instrument through the GATS Platform.
			2. This Instrument may exist in one or more duplicate electronic originals, duplicate electronic copies or printed duplicate hardcopies. To the extent there is any conflict or inconsistency between the electronic original stored on the GATS Platform on the one hand, and any other duplicate electronic original, duplicate electronic copy or printed duplicate hardcopy on the other, the electronic original stored on the GATS Platform shall prevail.
			3. Each party to this Instrument consents to any person using any technique made available (or advised as being available) on the GATS Platform to authenticate any electronic original or copy or duplicate hardcopy of this Instrument or validate any digital signature forming part of it.
	1. GATS Forms

This Instrument is in the form of version 1.0 of the GATS Form for this Instrument.

* 1. Counterparts

Without prejudice to Sections 4.1(c) and (d) above, this Instrument may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

* 1. Governing Law

THIS INSTRUMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THIS INSTRUMENT IS BEING DELIVERED IN THE STATE OF NEW YORK.

* 1. Waiver of Jury Trial

EACH PARTY TO THIS INSTRUMENT WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS INSTRUMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT OF THIS INSTRUMENT. EACH PARTY TO THIS INSTRUMENT AGREES THAT THIS SECTION 4.5 IS A SPECIFIC AND MATERIAL ASPECT OF THIS INSTRUMENT AND ACKNOWLEDGES THAT EACH OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS INSTRUMENT AND CONSUMMATED THE TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT IF THIS SECTION 4.5 WERE NOT PART OF THIS INSTRUMENT.

\* \* \*

**IN WITNESS WHEREOF**, this Instrument been duly executed by the parties hereto on the date on which the Effective Time occurred.

|  |  |
| --- | --- |
|  | **${securedParty.name}**, as Secured Party, acting in the capacity as indicated in the GATS Security Instrument |
|  | By: ${by}Its: ${Its} |
|  | ${tagName} |

|  |  |
| --- | --- |
|  | **${beneficiary.name}**, as Beneficiary |
|  | By: ${by}Its: ${Its} |
|  | ${tagName} |

1. Description of GATS Trust

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| --- | --- | --- | --- |
| **Trust Branch** | **UIN** | **Name** | **Date of Establishment (E) or Migration (M) into GATS** |
| ${trust.branch} | ${trust.uin} | ${trust.name} | ${trust.dateEstOrMig} (${trust.EstOrMig}) |

1. Party Details

|  |  |  |
| --- | --- | --- |
| **1** | **Secured Party** |  |
|  | Name: | ${securedParty.name} |
|  | GATS Entity ID: | ${securedParty.id} |
|  | Jurisdiction of formation, incorporation or organization: | ${securedParty.jurisdiction} |
|  | Entity type: | ${securedParty.entityType} |

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| **2** | **Beneficiary** |  |
|  | Name: | ${beneficiary.name} |
|  | GATS Entity ID: | ${beneficiary.id} |
|  | Jurisdiction of formation, incorporation or organization: | ${beneficiary.jurisdiction} |
|  | Entity type: | ${beneficiary.entityType} |

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| **3** | **Trustee** |  |
|  | Name: | ${trustee.name} |
|  | GATS Entity ID: | ${trustee.id} |
|  | Jurisdiction of formation, incorporation or organization: | ${trustee.jurisdiction} |
|  | Entity type: | ${trustee.entityType} |

1. Description of GATS Security Documents

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| --- | --- | --- |
|  | Name: | ${name} |
| GATS Transaction ID: | ${transactionID} |
| Trust Branch: | ${branch} |
| GATS Form Version: | ${version} |
| Effective Time: | ${dateOrEffectiveTime} |
| Parties: | ${parties} |